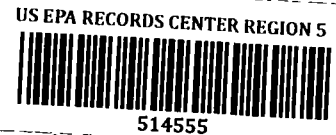


Superfund file

Cooperative Agreement
between
The United States Environmental Protection Agency
and
The Minnesota Pollution Control Agency



For the purpose of implementing studies pursuant to Remedial Superfund Actions at and near the former Reilly Tar Chemical Site at St. Louis Park, Minnesota

I. Preamble

The Regional Administrator, United States Environmental Protection Agency (USEPA) Region V, and the Director of the Minnesota Pollution Control Agency (MPCA), representing the State of Minnesota hereby enter into this agreement which outlines a program for the USEPA and the MPCA to undertake studies prerequisite to remedial actions at the hazardous waste site formerly occupied by the Reilly Tar Chemical Company, in St. Louis Park, Minnesota. These actions have been determined necessary to protect public health and the environment, as provided by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (the Act).

The USEPA is responsible for the management of the remedial actions provided under the Act, but can delegate much of its authority to a State or political subdivision thereof. The purpose of this agreement is to delegate to the MPCA the authority to carry out the studies prerequisite to the remedial actions at the site. This is done to decentralize the management of the remedial actions to the maximum extent possible, consistent with carrying out the objectives of the Act.

The Regional Administrator has determined, based on a review of the State's past efforts in the conduct of activities associated with response actions at the site, that the MPCA is capable of assuming the responsibility for the management of proposed remedial actions.

II. Authority

The authority for this Agreement is contained in Section 104(d) of the Act. Nothing in this Agreement shall be determined to conflict with the aforementioned Section. However, the initial funding (\$400,000) is derived from USEPA supplemental funds other than Superfund and therefore the matching requirement does not apply to that amount.

III. Scope of Work

This Agreement sets forth the general scope of activities to be performed by the MPCA to carry out all necessary studies at and near the site. The specific scope of activities to be performed by the MPCA will be based on guidance provided by the Regional Response Team (RRT) in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan.

Overall Project Plan:

Six remedial actions have been identified as being required to clean-up the area. Of these six, three will be addressed in this initial planning.

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The six remedial actions include:

1. Remove, Isolate, Contain, And/Or Treat Contaminated Soil
- *2. On-Site Deep Well Remedial Actions
- *3. Well Abandonment Program
- *4. Drinking Water/Well Treatment Program
5. Barrier Well System
6. Long-Term Monitoring Program

*Of specific interest to this Agreement.

USEPA will provide funds for detailed planning studies that are needed for the above, designated remedial actions before they can begin. This agreement addresses the working relationship needed to carry out these preliminary studies.

Preliminary studies needed prior to remedial actions include:

- Task 1 Abandonment of two on-site wells
- Task 2 Off-site well abandonment program
- Task 3 Establishment of barrier well system at Well 15 and evaluate water treatment alternatives

All tasks will result in the preparation of construction plans and/or specifications.

The role of the MPCA will be as the lead Agency in directing these engineering studies needed prerequisite to the three indicated remedial actions. Based upon guidance received from the RRT, the MPCA will direct the contractor's work and provide the necessary guidance to assure that the final products are consistent with program needs. Should USEPA make funds available directly to the State, MPCA will provide a suitable procurement process to expend the funds within State and Federal Regulations. The MPCA will develop a contractor monitoring procedure and otherwise assure that joint MPCA/USEPA interests are protected. A suitable accounting system will be utilized to track expenses.

Furthermore, should USEPA national contractors or subcontractors be used to perform any engineering, planning, economic, environmental or legal studies, the MPCA will act as lead agency in directing the work effort.

The role of the USEPA will be to provide technical, fiscal and administrative assistance to the MPCA to carry out the proposed studies, and take such legal action as necessary to recover cost incurred. USEPA will be involved in a general project monitor role to stay current in project developments and ensure Superfund program requirements are met. Several site visits or meetings with MPCA and the contractors may be included.

IV. Funding

Funding for these preliminary studies will come from USEPA supplemental (non-Superfund) funds. A mechanism for transferring the money to the MPCA will be developed.

In accordance with criteria and priorities established in the National Oil and Hazardous Substances Pollution Contingency Plan, funding for 90% of any subsequent remedial actions for this site is anticipated to be provided from the Hazardous Substances Response Fund (The Fund) established under title II of the Act.

The MPCA recognizes that as a condition to Fund expenditures for the soil and ground water contamination emanating from the Reilly Tar site, it must pay or assure payment of 10% of the costs of necessary remedial actions, including all future maintenance. This 10% share may include credit for State and local government expenditures which qualify for credit under Section 104(c)(3) of the Act. The MPCA anticipates that approximately \$500,000 of State and local expenditures since January 1, 1978, will qualify as credits for this site. The MPCA also anticipates that it will have express statutory authority to provide additional match to Fund expenditures under proposed legislation now pending in the Minnesota Legislature (Senate File 1031; House File 1176).

This Cooperative Agreement does not constitute a commitment or obligation from The Fund.

V. Implementation

The MPCA is responsible for carrying out the delegated authority outlined in this Agreement immediately upon execution and subject to the availability of an obligation of supplemental funds or other sources.

VI. Project Officers

Communications which relates to the items contained in this Agreement will take place through the Project Officers listed below.

Project Officers

USEPA:

Jack Braun
Remedial Response Coordinator
Office of Superfund
U.S. Environmental Protection Agency
111 West Jackson Boulevard
Chicago, Illinois 60604
Phone: 312/886-6214

MPCA

Lovell E. Richie
Senior Executive Officer
Minnesota Pollution Control Agency
1935 West County Road B-2
Roseville, Minnesota 55113
612/296-7339

VII. State Management Commitments

- A. The MPCA, in the conduct of the authority delegated under this Agreement, will carry out its responsibilities in accordance with all applicable Federal laws, regulations, or orders, policy issuance and guidelines in keeping with the highest professional standards. As new regulations are promulgated by USEPA relative to this project, MPCA will implement them beginning on the effective date. The MPCA will also comply with all

applicable State laws, regulations or orders, policy issuance and guidelines relating to this project. In the event conflicts arise between the State and Federal requirements, the MPCA will promptly notify the USEPA and evaluate the impact of the conflict on the delegation. If the conflict cannot be resolved satisfactorily, the delegation may be withdrawn. As new regulations, guidelines, or policies are issued by USEPA, MPCA will carry out its activities in accordance with them consistent with the effective date or with an agreement on an implementation schedule. USEPA is primarily responsible for interpreting all existing and any future program regulations or policy issuances. USEPA will solicit MPCA opinion and comments on all future regulations, policies and guidelines prior to their promulgation or issuance.

- B. The commitment of adequate trained and supervisory resources is critical to the effective delegation of authority to carry out necessary remedial actions. The MPCA will maintain staff resources necessary for effective management. Significant reduction in staff resources of the Solid and Hazardous Waste Division impacting this Agreement will not be undertaken without prior consultation with USEPA.

VIII. Monitoring and Reporting

The USEPA is responsible for conducting periodic performance reviews of the activities performed by the MPCA under this Agreement. The scope of these reviews will generally address thoroughness, timeliness, documentation of activities and other issues.

Each periodic review will culminate with a written report from the USEPA outlining any concerns regarding the MPCA's activities and, if necessary, request written response from the MPCA.

IX. Amendments, Duration, and Assignments

- A. This Agreement may be amended at any time by a written agreement between the USEPA and the MPCA. Such an amendment may add to or delete portions of the scope of work included in this Agreement.
- B. The term of this Agreement is one year from the date of execution. It is the intent of both parties that the MPCA assume and retain the authority delegated under this Agreement over the one year period.
- C. The MPCA will not assign, in whole or in part, its interest in this Agreement, but may contract with other parties and cooperate with other agencies to accomplish the intent of the Agreement.

X. Records

- A. The MPCA will maintain hard copy of all documents related to the preliminary studies and remedial actions at the site. Extra copies of all documents will be provided to the USEPA.

B. Records Retention

The USEPA will retain hard copy of all documents until the preliminary studies, remedial actions, and subsequent legal actions are completed, at which time the hard copy will be sent to the Federal Records Center, where it will be retained for thirty (30) years.

C. Access to Records

The MPCA will allow any person to review its records in accordance with State laws addressing this topic. The USEPA will allow any person to review its records in accordance with the procedures established under the Freedom of Information Act (Public Law 93-502).

XI. Execution

This Agreement is effective upon execution as approved by:

For the Minnesota Pollution Control Agency

Louis J. Breimhurst, Executive Director
Minnesota Pollution Control Agency

Date

For the United States Environmental Protection Agency

Valdas V. Adamkus
Acting Regional Administrator
United States Environmental Protection Agency

Date

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